

GENERAL CONDITIONS

1. Under general conditions, the following is referred to by: Client: the party that grants the assignment. Contractor: Brands On, its offices registered in Doornpark 57, 9120 Beveren and registered under company number BE0465.548.728, RPR Dendermonde. Assignment cq agreement: the agreement under which the contractor commits himself to the client in delivering services and or supplying goods.
2. The general conditions apply to all price quotes, work assignments, orders, deliveries, agreements and all other kinds of documents that might imply a commitment on behalf of the contractor, except when the content of these general conditions is deviated from in the assignment or order confirmation. The general conditions apply starting on the moment when they have been communicated to the client at least once, at no matter what time and regardless of the way they were conveyed. Except for any particular, written and explicit agreement, the client's general conditions do not apply.
3. The agreement is built up by the general conditions and the assignment and/or order confirmation. If the assignment and/or order confirmation was issued orally, or in case it hasn't been returned signed, the assignment and/or order are supposed to have emerged under the general conditions at the same time when the contractor started the execution of the assignment and/or the order at the request of the client. .
4. The client needs to make sure that all data which the contractor finds necessary to correctly and timely execute the assignment or order that was given, are available in time. Also, the client is responsible for the correctness, completeness and reliability of these data, even if they are provided by third parties. The client needs to see to it that the contractor is informed at once about any facts, circumstances and changes that may be relevant to the correct execution of the assignment and/or delivery. All assignments ordered by the client need to be compensated for.
5. All activities and deliveries that are performed by the contractor are executed to the best of his abilities and understanding. Regarding the activities and deliveries intended, the client is subject to an effort commitment, unless explicitly determined differently. The contractor decides by whom the assignment will be executed. The contractor can only be held liable for serious mistakes. In case of force majeure, the contractor is entitled to cancel either partially or completely, temporarily or finally, or postpone his commitment to execute the assignment and/or deliveries.
6. Since the duration of the assignment and/or the timing of delivery may be influenced by all kinds of factors, such as unfavourable weather conditions, traffic problems, etc..., the deadlines that apply to the execution of the entire assignment and/or order only have to be considered fatal when agreed upon in writing. Any delay in the execution of the agreement may never lead to any compensation whatsoever, nor to dissolution of the agreement. Neither can the

contractor be made responsible should any delay in execution and/or delivery be caused by force majeure or mistakes made by the client.

7. All prices quoted by the contractor are exclusive of VAT. If the (legal) duty of care compels the contractor to extend the scope of the assignment, he is entitled to invoice the additional work, even if the client did not explicitly agree to the execution of additional work.
8. In order for them to be admissible, any complaints regarding the work realized, deliveries and invoiced amounts must be issued within 10 calendar days after they have been established. Visible flaws are covered by the acceptance of goods, whereas hidden flaws are to be determined upon reception. However, no returns will be accepted prior to our written consent. Furthermore, complaints, if any, do not relieve the client of his obligation to pay. The client is under no circumstances entitled to use a complaint about a given service or delivery as a reason for delaying or denying payment of any other services or deliveries by the contractor that are not connected to the complaint issued.
9. When the contractor puts any of his materials at the disposal of the client, the latter is responsible for any damages while in use. At the same time, the client is responsible for the correct use of the materials. This means that any damages to the materials used caused by third parties are subject to the client's responsibility.
10. Except when different payment terms, mentioned on the contractor's invoices, have been agreed upon, all invoices must be paid by the client within 30 calendar days posterior to reception of the invoice. Payments have to be executed by means of bank transfer in the currency mentioned on the invoice and into the account indicated by the contractor. Any objections regarding the amounts mentioned on the invoices do not exempt the client from his payment obligation.
11. For lack of full payment of the invoice within the time mentioned, the contractor shall be entitled to the payment of delay interest, as stated in article 5 of the law of August 2, 2002. Legally and without requiring any notice of default, the payment of delay interest will start on the first day following the payment time agreed on.
12. Moreover, by lack of payment within the time mentioned, and without the need for notice of default, the client acknowledges to have breached the contract and, therefore, to pay damages to the contractor. These damages, including the collection costs as stated in article 6 of the law of August 2, 2002, must be paid by the client and are calculated as follows: -In order to cover the extrajudicial collection costs and the additional administrative workload (i.e. staff, telephone calls, fax, postage,...), compensation will equal 10% of the outstanding balance, with a minimum of € 75. However, whenever the contractor calls upon third parties in order to amicably claim for the amounts required (i.e. collection agency or solicitor), these costs will be invoiced to the client as well. -Furthermore, if the contractor has to proceed to judicial recovery, as far as the law of August 2, 2002, on commercial transactions with clients applies, the client will also need to compensate for all costs incurred by the contractor during the process of judicial collection. In comparison, this compensation may never be lower than the amount obtained after application of the tariff of the sums that stand for any recoverable costs linked to the execution of given material deeds, as stated by the King in execution of article 22 of the Judicial Code.
13. Save for a different agreement, it's the contractor's right to call in retention of title on all products sold by him until they have been fully paid for, including interest and costs incurred. If, when closing a buying-selling agreement, the client does not comply with payment obligations, the contractor is entitled to dissolve the sales agreement, simply by notifying his decision to do so and by claiming the

goods that are still in the presence of the client, by delivery of a credit note to the tune of the remaining value of the goods.

14. If the financial position and/or payment conduct of the client is judged by the contractor a valid reason to take such action, the contractor may legally expect from the client that the latter immediately provides (additional) security in a manner determined by the contractor and/or by paying a deposit. If the client refrains from providing the security required, the contractor is entitled to immediately cancel any further execution of the assignment and/or delivery, without prejudice to his rights. Furthermore, whatever is owed to the contractor by the client, in whatever nature, may be directly claimed.
15. The contractor reserves all rights of intellectual property regarding products of the same nature as the ones he uses or has used and/or develops and/or has developed within the context of the assignment and for which he has or is able to impose copy rights or other types of rights regarding intellectual property. The client is expressly prohibited to duplicate, disclose or exploit, through third parties or directly, any products, including computer programs, system designs, modi operandi, advices, (model) contracts etc... Duplication and/or disclosure and/or exploitation is only permitted after the contractor's written consent.
16. During the execution of the assignment, the client and contractor will be able to communicate through electronic mail at the request of either one of them. As a result, both the contractor and the client acknowledge that risks may be involved in the use of electronic mail, such as, but not limited to, deformation, delays and viruses. The client and contractor hereby agree that neither of them will bear any responsibility towards each other for damages, if any, resulting from the use of electronic mail.
17. Insofar not stated differently in the agreement, the client's claim rights and other kinds of powers, of whichever nature, towards the contractor will by all means expire within 1 year following on the moment relative to the facts on which the claim is based.
18. All agreements concluded with the client are subject to Belgian legislation. Only the competence of the courts in the judicial district to which the contractor belongs applies